

Terms and conditions of use for the “myEGK” digital insurance platform

1 General

1.1 Introduction

EGK-Gesundheitskasse (referred to below as ‘EGK’ or ‘we’) comprises the *Stiftung EGK-Gesundheitskasse* foundation and its affiliated joint-stock companies: EGK Grundversicherungen AG (provider of mandatory health insurance under the Federal Health Insurance Act (KVG)), EGK Privatversicherungen AG (provider of supplementary insurance under the Federal Act on Insurance Policies (VVG)) and EGK Services AG.

In this document, attention is paid to gender-neutral wording. Where this is not possible, only one gender is used for better legibility. The corresponding designations apply to all persons.

The terms and conditions of use for the digital insurance platform “myEGK” (hereinafter referred to as myEGK) comprise the customer portal and the customer app.

EGK may expand, restrict or discontinue the scope of the digital insurance platform myEGK at any time.

The terms and conditions of use for myEGK govern the relationship between EGK and the customer when using myEGK as an app or portal. In what follows, the customer means the insured person and/or contracting party.

EGK attaches great importance to the protection of your privacy when processing your personal data and complies with the applicable privacy policy.

1.2 Agreement, consent

By registering with myEGK via the app or portal, the customer acknowledges the currently applicable terms and conditions of use.

1.3 Amendments to the terms and conditions of use

EGK expressly reserves the right to amend these terms and conditions of use at any time. Changes will be notified to registered customers in writing online or in another suitable manner. If the terms and conditions of use are rejected, access to myEGK is automatically blocked.

2 Scope of application

Access to myEGK is normally available to all EGK policyholders aged 14 and over who are resident in Switzerland and who have an active basic and/or supplementary insurance policy that has not been terminated, and/or the contracting party.

3 Product design

By registering with myEGK, the customer has the opportunity to view or amend information on the selected insurance cover, check the status of outstanding invoices, submit documents electronically, receive documents online, display the insurance card, amend personal data and change the domicile address.

3.1 Criteria for initial registration and account creation

To access the portal, the customer must initially register using the information provided by EGK (registration code and insurance number) and create the account. The information is sent by post promptly from the insurance inception date. A personal active e-mail address is also required for registration.

3.2 Digital document storage after registration

Premium and benefit statements, policies, the first reminder and the tax statement are made available online via myEGK within one month of registration. The customer can change the way the documents are sent at any time in the personal settings.

3.3 Submitting documents via myEGK

The customer can use the "Submit" function to send documents to EGK for processing. EGK reserves the right to reject documents that are of poor quality, incomplete or in an unworkable format, or for other reasons. All documents are stored centrally in the customer's file and remain stored in accordance with the statutory retention periods.

3.4 Deletion of the account

The account may be deleted online by the customer at any time. The documents will then be sent automatically by post. If all insurance contracts with EGK are terminated, the account is automatically deleted 90 days after the end of the contract.

4 Customer's duties of care

In particular, EGK draws the customer's attention to the following duties of care when using myEGK:

- The customer must ensure that all access details are kept secret and protected against misuse by unauthorised persons. Passwords must not be easily identifiable (no phone numbers, dates of birth, car number plates, easily identifiable number sequences, etc.).
- The customer is responsible for security precautions on their end device (e.g. updates) and for updating the necessary security settings.
- It is not permitted to use myEGK for third parties (the use of myEGK within the scope of the statutory right of representation remains reserved).
- myEGK may only be used in accordance with the contract and for the intended purposes.
- Intellectual property rights and other ownership rights may not be breached.

The customer bears all risks arising from breach of the above or any other generally applicable duties of care.

5 Instructions and notifications

EGK is obliged to carry out orders issued to it via myEGK or to comply with notifications, provided that correct registration and account creation have been carried out.

6 Operating conditions

6.1 Availability of the service

We endeavour to ensure continuous access to and operation of myEGK. However, the operation of the portal and the app may be temporarily restricted or interrupted due to maintenance work, software updates or other technical reasons. These restrictions will be announced in advance, where possible, and will be implemented within reasonable limits to minimise the impact on users.

6.2 The myEGK app platforms

The myEGK app is provided via app platforms. A valid account with the respective app platform and an appropriate end device are required for installation and full use. For data protection within these stores or in the areas directly associated with them, please refer to their data protection guidelines:

- Apple App Store: [Apple Privacy Policy](#)
- Google Play Store: [Google Privacy Policy](#)

6.3 Google Firebase

We use Google Firebase in the myEGK app. We use this service to improve the stability and operability of the app for our users. The identity of a specific user cannot be traced. Accordingly, there is no personalisation or linking to your user data. More information on the protection of your data in Firebase and the data processing agreements concluded with Google can be found here: [Privacy and Security in Firebase](#).

Firestore: We use Firestore for push messages. You can enable/disable this feature at any time in your device settings.

Firebase Crashlytics: We use Firebase Crashlytics to analyse and fix errors in our app anonymously (information on the crash time, device type, operating system and other technical details).

Google Analytics for Firebase: We use Google Analytics for Firebase to analyse user data anonymously so that we can continuously improve the app.

7 Data protection and use of data

EGK complies with the applicable privacy policy when handling personal data. EGK protects the personal data entrusted to it against unauthorised access and processing by means of up-to-date and appropriate technical and organisational measures, as provided for by law.

Detailed information can be found in the EGK-Gesundheitskasse privacy policy <https://www.egk.ch/egkch/en/privacy-policy>.

8 Intellectual property

All intellectual property rights to the content of myEGK remain with the owners of the respective rights. Any passing on, duplication, modification or publication of part or entire content of myEGK is prohibited without the prior written consent of EGK.

9 Warranty and liability

9.1 Operations

EGK endeavours to ensure that myEGK operates properly, but cannot guarantee the availability of the service at all times and without fault.

EGK reserves the right to limit, change or discontinue the provision of services without stating reasons. EGK shall not be liable if the customer incurs any damage as a result.

9.2 Liability waiver

To the extent permitted by law, EGK accepts no liability for any direct or indirect damage incurred by the customer in connection with the use of myEGK. This specifically covers loss or damage due to the use of information, transmission errors, technical failures, interruptions, disruption or unlawful actions by third parties.

EGK also accepts no liability if the services of myEGK are temporarily interrupted, fully or partially limited or impossible due to force majeure or third-party culpability. The following in particular are deemed to constitute force majeure: power outage, malware (e.g. virus attacks), natural phenomena of particular intensity (earthquakes, avalanches, floods, landslides, etc.), acts of war, rebellion, unforeseeable official restrictions, etc.

10 Fees

Access to myEGK is generally provided free of charge. However, EGK reserves the right to introduce fees for the services or amend existing fees. In such cases, the customer shall be presented with new terms and conditions of use pursuant to 1.3.

11 Severability clause

In the event that individual provisions of these terms and conditions of use prove to be or become invalid, this shall be without prejudice to the validity of the other provisions.

12 Applicable law and jurisdiction

The terms and conditions of use between the customer and EGK are subject to Swiss law.

The exclusive place of jurisdiction for all proceedings is the registered office of EGK in Laufen in the canton of Basel-Landschaft, unless mandatory Swiss law provides otherwise.

March 2024, Version 1.4